

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER N6287482560100		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA5209-08-T-0327	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RYAN SHNEIDER		b. TELEPHONE NUMBER (No Collect Calls) 225-2209		6. SOLICITATION ISSUE DATE 16-Sep-2008	
9. ISSUED BY 374TH CONTRACTING SQUADRON UNIT 5228, BLDG 620, YOKOTA AB FUSSA-SHI, TOKYO 197-0001 JAPAN TEL: FAX:		CODE FA5209		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 335911		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COMMANDER US FORCES JAPAN YOKOTA APO AP 96328-5000 UNITED STATES TEL: FAX:		CODE N62874		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL: FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 14	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

Addenda to Block 27a of SF 1449

SCHEDULE
SUPPLIES OR SERVICES AND PRICES/COSTS:

The contractor shall provide all necessary personnel, supervision, management, tools, equipment, transportation, materials and any other items necessary to provide, install, and connect 160 UPS batteries, 2 battery cabinets and 1 control circuit board to the pre-existing Eaton Powerware 9315-160 UPS system.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	UPS Battery FFP UPS Battery with the following specifications: 12 Volt, 134 amps, TI Terminals Dimensions: 13.57" Length X 6.76" Width X 10.93" Height. NSN: 5975-MR-UPS-USFJ PURCHASE REQUEST NUMBER: N6287482560100 SIGNAL CODE: A	160	Each	¥ _____	¥ _____
NET AMT					¥ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Battery Cabinets FFP Battery Cabinets capable of holding 40 batteries (specifications listed in Item No. 0001 description) each to include shipping. Dimensions: 6'1" Height x 3' 8" Width x 2'8" Depth. PURCHASE REQUEST NUMBER: N6287482560100 SIGNAL CODE: A	2	Each	¥ _____	¥ _____
NET AMT					¥ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Control Circuit Board FFP Control Circuit Board for Eaton Powerhouse 9315-160 UPS system to include shipping. PURCHASE REQUEST NUMBER: N6287482560100 SIGNAL CODE: A	1	Each	¥ _____	¥ _____

NET AMT ¥ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Incidental Installation Services FFP Contractor shall provide all necessary personnel, supervision, management, tools, equipment, transportation, materials, and any other items necessary to connect 160 batteries and install 2 battery cabinets and 1 control circuit board to the pre-existing Eaton Powerware 9315-160 UPS system. PURCHASE REQUEST NUMBER: N6287482560100 SIGNAL CODE: A	1	Each	¥ _____	¥ _____

NET AMT ¥ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Calibration and diagnostic services FFP Incidental calibration and diagnostic services: Contractor shall provide all necessary personnel, supervision, management, tools, equipment, transportation, materials, and any other items necessary to provide calibration and full diagnostic services to the pre-existing Eaton Powerware 9315-160 UPS system.	1	Each	¥ _____	¥ _____

PURCHASE REQUEST NUMBER: N6287482560100
SIGNAL CODE: A

Total of CLINS 0001-0005 ¥ _____

Note 1: The government contemplates award of a firm fixed price contract resulting from this solicitation.

Note 2: Solicitation provisions will be physically removed from any resultant award, but will be deemed to be incorporated by reference in that award.

Addenda to SF 1449

Block 17b of SF 1449, Remittance Address:

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 dys. ADC	160	US FORCES JAPAN YOKOTA APO AP 96328-5000 UNITED STATES FOB: Destination	N62874
0002	180 dys. ADC	2	US FORCES JAPAN YOKOTA APO AP 96328-5000 UNITED STATES FOB: Destination	N62874
0003	180 dys. ADC	1	US FORCES JAPAN YOKOTA APO AP 96328-5000 UNITED STATES FOB: Destination	N62874
0004	180 dys. ADC	1	US FORCES JAPAN YOKOTA APO AP 96328-5000 UNITED STATES FOB: Destination	N62874
0005	180 dys. ADC	1	US FORCES JAPAN YOKOTA APO AP 96328-5000 UNITED STATES FOB: Destination	N62874

CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2007

Addenda to Block 27a of SF 1449:**Addendum to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (Feb 2007):**

(k) Taxes. The text is deleted and replaced as follows:

(a) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the Government of Japan have agreed shall not be applicable to expenditures in Japan by or on behalf of the United States.

(b) The Status of Forces Agreement between the Japan and the United States and implementing the Japanese laws authorizes the United States exemption from certain Japanese taxes for materials, supplies, equipment and services

procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United States Armed Forces. Those taxes include (1) Consumption tax, (2) Gasoline tax and local road tax on gasoline, (3) Diesel oil tax, and (4) Liquefied petroleum gas tax.

(c) The Contractor will submit requests for gasoline or diesel oil tax exemption certificate to the Contracting Officer. This request will show the actual amount of gasoline or diesel oil used exclusively for the performance of this contract, with documentary evidence and detailed item breakdown to support the accurate consumption of gasoline or diesel oil, or other necessary information and data as may be required. The Contracting Officer will issue to the Contractor a tax exemption certificate for the actual amount of gasoline or diesel oil used exclusively for the performance of this contract.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007)), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.)
- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUN 2008) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Addenda to Block 27a of SF 1449

52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997

252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States For the purpose of this clause the blank is completed as follows: (d) None	MAR 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
5352.201-9101	Ombudsman For the purpose of this clause, the blank is completed as follows: (c) Name: Michael E. Debreczeni, Lt Col, USAF Address: 374 Contracting Squadron Unit 5228, Bldg 620, Yokota Air Base Fussa-shi, Tokyo 197-0001 Phone No: 042-552-2511, Ext 57099 Facsimile No: 042-552-2511, Ext. 53346 E-mail: michael.debreczeni@yokota.af.mil Concerns, issues, disagreements, and recommendations that cannot be resolved at the Squadron Ombudsman level may be brought by the concerned party for further consideration to the MAJCOM Ombudsman, Frederick Mark, HQ PACAF/A7KP, Hickam AFB, HI 96835-5427 , Phone No: 808-449-8572, Facsimile No: 808-449-8571. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM Ombudsman level may be brought by the concerned party for further consideration to the Air Force Ombudsman, Associate Deputy Assistant Secretary (ADAS)(Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060 , Phone No: 703-588-7004, Facsimile No: 703-588-1067	AUG 2005
52.233-2	Service Of Protest For the purpose of this provision, the blank is completed as follows: (a) Refer to Block 9 of SF 1449	SEP 2006
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008

FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS (JAN 1999)

A. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and past performance considered.

The Government intends to make award to the **lowest priced offeror with acceptable past performance**. The Government intends to award without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest. The following listed evaluation factors shall be used in the evaluation process:

1. Price: Initially, offers shall be ranked according to evaluated prices. The price evaluation will be made on the basis of the total price. Single award will result from this evaluation. An offeror must therefore propose on all items included within CLINS 0001 -0005.

2. Past Performance:

(a) The Government shall evaluate past performance information submitted only from the lowest priced offeror under this acquisition. The lowest offeror failing to meet the Government past performance acceptability standard as defined in below paragraph, will be eliminated from consideration for award, then the Government will evaluate the next low offeror's past performance to ensure that their past performance is acceptable or not acceptable.

(b) If the offeror does not possess performance experience with the US Government, the Contracting Officer shall evaluate present/past performance information based on (1) the references provided by the offeror and (2) data independently obtained from other Government and commercial sources. The purpose of the present/past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this solicitation, based on the offeror's demonstrated present/past performance on relevant contracts. Present/past performance will be evaluated for recency, relevancy, and quality. Offerors shall submit the most recent and relevant past and present contracts and subcontracts performed for the U.S. Government, the Government of Japan or political subdivisions and commercial customers within the last three (3) years. Offerors with no relevant present/past performance history are treated neither favorably nor unfavorably, however if the low price offeror has no relevant present/past performance history, the Government will use information obtained from other sources, to achieve the result of either "Acceptable" or "Not Acceptable" rating as set forth in this Performance Evaluation." Past performance evaluation will be performed based on the following criteria:

1. Recency: Each contract will be confirmed whether the contract has been completed during the past 3 years from this solicitation release date, or is currently in progress.

2. Relevancy: A relevancy determination of the offeror's present and past performance as prime contractor, subcontractor, joint ventures, and/or teaming partners will be made. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, in accordance with the work scope described in paragraph 1 through 4 of the attached specification, for which that contractor is being proposed, and may contribute to an overall higher relevancy score for the offeror. The Government is not bound by the offeror's opinion of relevancy.

3. Quality: Quality determination will be made to determine whether performance meets or exceeds contractual requirements to the customer's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(c) **Final Past Performance Rating:** Based on evaluation results, each offeror will be assigned either acceptable or not acceptable rating as follows:

Acceptable: Based on the offeror's performance record, the past performance is met when recent, relevant and quality performance is fully demonstrated.

Not Acceptable: Based on the offeror's performance record, past performance acceptability standard is not met when either recency, relevancy or quality performance is not demonstrated.

(d) Offeror's may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

(e) Past Performance Reference List: Past Performance Reference List shall be submitted from offerors to 374 CONS/LGCAB, by either e-mail (ryan.schneider@yokota.af.mil) or FAX (042-551-0973), not later than 20 Sep 08. Offeror shall submit the reference list of **three (3) contracts** performed (on-going or completed) as prime contractor, subcontractor, joint ventures and/or teaming partners of the most relevant contracts (similar in scope, size and complexity) for US Government agencies, Government of Japan or its political subdivisions, or commercial customers within the last 3 years of this solicitation release date. Furnish the following information for each reference on the list of contracts information:

1. Name of contracting activity (e.g. Government Agency/Company name)
2. Point of Contact (POC), Contracting Officer and/or Contract Administrator's Phone/FAX number, and e-mail address (if available)
3. Contract number and project title
4. Contract Type (e.g. Firm-Fixed Price, IDIQ, Requirements type)
5. Total contract value
6. Performance period (e.g. date/month/year through date/month/year)
7. Description of contract work performed
8. Contracting Officer's name and phone number
9. Government Inspector/commercial project manager and phone number
10. List of major subcontractors if applicable

(f) The offeror may provide information on problems encountered on the contracts identified in their Past Performance Reference List and corrective actions taken to resolve these problems. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk.

B. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(JUN 2008) (WITH ALTERNATE I (APR 2002))**

(Paragraphs (a), (b), (c), (d), (f), (g), (i), (k) and (m) are not applicable to this solicitation due to the non-applicability of FAR 19 and 22.)

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicated for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS.
(JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Addendum to DFARS 252.212-7000 OFFERORS REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2005):

The following statement is included in this provision;

The certification in para b of the provision at 252.212-7000 does not apply to this solicitation.